

Andrew R. de la Flor (SBN 97511)
 Adelaflor@wl-llp.com
 WATKINS & LETOFSKY, LLP
 2900 S Harbor Boulevard, Suite 240
 Santa Ana, CA 92704
 Telephone: (949) 476-9400
 Facsimile: (949) 476-9407
 Attorney for Plaintiff, STATE FARM
 GENERAL INSURANCE COMPANY

Joshua Bordin-Wosk (SBN 241077)
 jbordinwosk@bordinsemmer
 Andrei Serpik (SBN 301260)
 aserpik@bordinsemmer.com
 BORDIN SEMMER, LLP
 6100 Center Blvd. Suite 1100
 Los Angeles, CA 90045
 (323) 457-2110
 (323) 457-2120
 Attorney for Defendant CVS
 Health Solutions, LLP

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

STATE FARM GENERAL
 INSURANCE COMPANY,

Plaintiff,

vs.

CVS HEALTH SOLUTIONS LLC, a
 Delaware corporation, and DOES 1-20,
 Inclusive,

Defendants.

**CASE NO.: 2-22-CV-03600-DSF-
 MAA**

Courtroom 7D

**AMENDED JOINT RULE 26(f)
 SCHEDULING CONFERENCE
 REPORT
 [F.R.C.P. RULE 26(f)]**

REMOVED: 3/24/2022

1 Plaintiff STATE FARM GENERAL INSURANCE (“Plaintiff”), and
2 Defendant CVS HEALTH SOLUTIONS LLC. (“CVS”) participated in a
3 teleconference on June 22, 2022, pursuant to Federal Rule of Civil Procedure 26(f).
4 During the teleconference, counsel for the Parties discussed the topics enumerated
5 in Rule 26(f) of the Federal Rules of Civil Procedure, Local Rule 26-1 and the
6 Court’s March 31, 2021, Order Setting Scheduling Conference. [Doc 8] The Parties
7 hereby submit this Joint Rule 26(f) Report, pursuant to Rule 26(f) of the Federal
8 Rules of Civil Procedure and Local Rule 26-1.
9

12 **A. Statement of the Case.**

13
14 1. Plaintiff’s Contentions:

15 This subrogation case arises from a fire that occurred on January 21, 2020,
16 in the home of Sergey Matevosyan located at 17250 Raymer St. Northridge,
17 California. The property is a single-family home owned by Mr. Matevosyan and
18 insured by Plaintiff.
19

20
21 Plaintiff contends the fire occurred as the result of a design or manufacturing
22 defect in Christmas lights sold to the public by CVS. The fire occurred on January
23 21, 2020, while the insureds were at home. Plaintiff’s origin and cause investigator
24 concluded, with a reasonable degree of scientific certainty, that the fire was a direct
25 result of a failure of the CVS Brand Christmas lights decorating the Christmas tree.
26
27
28

1 1. List of Parties:

2 Plaintiff, State Farm General Insurance Company, and Defendant CVS
3
4 Health Solutions, LLC are the only parties to this case at this time. LLC is an
5 improper entity as it does not have any role in the procurement, marketing,
6 distribution or sale of products to customers. The proper entity is CVS Pharmacy,
7 Inc. CVS Health Corporation, a publicly traded holding company, is the sole owner
8 of CVS Pharmacy, Inc. Garfield Beach CVS, L.L.C. and Longs Drug Stores
9 California, L.L.C. are the only entities that operate front store operations in
10 California. The Parties have agreed to prepare and submit a Stipulation and Order
11 correcting the name of the CVS defendant to CVS Pharmacy, Inc., within ten days.
12
13

14 2. Percipient Witnesses:

15 As a preliminary matter, the Parties have not yet completed their respective
16 investigations and discovery in this matter. Nonetheless, the percipient witnesses
17 in this case are likely to be (1) Plaintiff's insured Sergey Matevosyan; (2) Plaintiff's
18 first party adjuster, Jerry Paredes; (3) investigators and inspectors who investigated
19 the cause of the subject fire, including Michael Koster; (4) contractors and
20 employees of the remediation and repair companies which assessed, evaluated,
21 remediated, and/or repaired the insureds' property; (4) expert witnesses for
22 Plaintiff; (5) expert witnesses for Defendant.
23
24
25
26
27
28

1 3. List of Key Documents:

2 The Parties believe that the key documents will be the (1) City of Los Angeles
3
4 Incident Report, Feb 18, 2020; (2) the photographs of the post-fire scene, as well as
5 those taken during the Joint Destructive Testing/Inspection of evidence collected
6 from the Point of Origin; (3) repair estimates and Plaintiff's proof of payment of
7 \$796,058.42 to repair the Matevosyans' home; and (4) documents related to the
8 manufacture and design of the Christmas lights and/or extension cord that allegedly
9 started the subject fire.
10

11
12 **E. Damages.**

13
14 Plaintiff contends that, as a result of failure of the Christmas lights sold by
15 CVS, Plaintiff and its insureds sustained damages in the principal amount of
16 \$796,058.42 for repairs, restoration, and/or replacement of dwelling, loss of use,
17 and other miscellaneous damages. Plaintiff fulfilled its obligations pursuant to the
18 insurance agreement between Plaintiff and its insured and now seeks recovery, by
19 way of this subrogation claim.
20

21
22 **F. Insurance.**

23
24 Plaintiff is a subrogating insurance carrier and its insurance coverage was
25 provided to its insureds pursuant to its property policy of insurance. Defendant
26 maintains a self-insured retention sufficient to cover any award, settlement or
27 verdict, if any in this case.
28

1 **G. Motions.**

2 There are no prior or pending motions in this case. Defendant reserves the
3 right to file cross-claims against the manufactures of the Christmas lights and/or
4 extension cord that allegedly caused the subject fire. Other than the cross-claims
5 and parties noted above, the Parties do not intend to amend their pleadings, add
6 other parties or claims, or seek to transfer venue at this time. The issue of dispositive
7 or partially dispositive motions is discussed in Section M.
8
9
10

11 **H. Status of Discovery.**

12 Discovery has not yet commenced, and the parties have not served their
13 Initial Disclosures in the case. The parties will do so promptly pursuant to statute
14 and local rules and will respond to discovery. The parties expect to serve written
15 discovery and/or notice party and witness depositions after the Initial Disclosures
16 are served.
17
18

19 **I. Discovery Plan.**

20 All discovery will be conducted pursuant to the Federal Rules of Civil
21 Procedure. The Parties anticipate utilizing all discovery allowed under the Federal
22 Rules, including, requests for documents, interrogatories, requests for admissions,
23 and depositions, which are anticipated to be completed no later than May 16, 2023.
24 In addition, the Parties anticipate scheduling an inspection of the product and
25 premises at issue on a mutually agreeable date and location. The Parties agree that
26
27
28

1 each party has the right to take ten (10) non-expert depositions. The Parties further
2 agree that all Rule 36(b)(6) depositions shall be taken via remote video
3 teleconference. The Parties agree that their counsel will accept service for
4 deposition subpoenas for their respective experts. The identity of anticipated
5 deponents and estimated completion time are as follows: (1) Sergey Matevosyan;
6 (2) Mr. Matevosyan's spouse; (3) Investigator, Mike Koster; (4) First party adjuster,
7 Jerry Paredes; (5) PMQ of Defendant CVS; (6) PMQ of Manufacturers; and (7)
8 PMQ of remediation & repair companies which assessed, evaluated, remediated,
9 and/or repaired the insured's property.
10
11
12
13

14 The Parties anticipate that discovery will be necessary regarding the
15 following subjects: (1) the source and cause of the subject fire; (2) the extent of the
16 damage caused to the subject property; (3) the cost of repairing and/or remediating
17 the damage caused to the subject property; and (4) the existence of defects, if any,
18 in the design and/or manufacturing of the Christmas lights and extension cord that
19 are alleged to have caused the subject fire.
20
21

22 The Parties also agree that no other modifications of the discovery
23 limitations set forth in Federal Rules of Civil Procedure or the Local Rules are
24 necessary. However, the Parties reserve their right to request the Court to modify
25 the limitations imposed by Rule 26(f) of the Federal Rules of Civil Procedure and
26 the Local Rules.
27
28

1 The Parties presently do not anticipate any unusual legal issues presented in
2 this case, and therefore, do not believe discovery should be conducted in phases or
3 only as to certain issues. The Parties discussed the preservation of discoverable
4 information and have informed their clients of the duty to preserve evidence. In
5 addition, the Parties are not presently aware of any issues concerning the disclosure
6 and discovery of electronically-stored information.

7
8
9
10 **J. Discovery Cut-off.**

11 The parties jointly propose a Non-Expert cut-off date of May 16, 2023.

12 **K. Expert Discovery.**

13 The parties propose March 21, 2023, as a deadline for initial expert
14 disclosures and April 11, 2023, as a deadline for the designation of rebuttal experts
15 with all expert discovery to be completed on or before May 16, 2023. L.

16
17
18 **L. Dispositive Motions.**

19 Based upon the facts of this case, the Parties do not contemplate filing
20 dispositive motions at this time. The parties jointly agree to a dispositive motion
21 cut-off date of July 3, 2023.

22
23
24 **M. Settlement/Alternative Dispute Resolution (ADR):**

25 The Parties believe it is premature to discuss settlement at this time;
26 therefore, no settlement discussions have yet taken place. The Parties are willing
27 to engage in meaningful settlement discussions through private mediation, per
28

1 Local Rule 16-15.4 (ADR PPROCEDURE NO. 3), which is to be completed by
2 July 18, 2023.

3
4 **N. Trial Estimate.**

5 1. Plaintiff's Proposal:

6
7 Plaintiff does not request a jury trial. The estimate for trial in this matter is
8 three days. Plaintiff contemplates calling six witnesses.

9
10 2. Defendants' Proposal:

11 Defendant requests a jury trial and estimates the trial in this matter to last
12 four days. Defendant contemplates calling six witnesses.

13
14 **O. Lead Trial Counsel.**

15 Trial Counsel for Plaintiff is Andrew R. de la Flor of Watkins & Letofsky,
16 LLP.

17
18 Trial Counsel for Defendant is Joshua Bordin-Wosk of Bordin Semmer, LLP.

19
20 **P. Independent Expert or Master.**

21 The Parties agree this is not a case where the Court should consider
22 appointing a master pursuant to Rule 53 or an independent scientific expert.

23
24 **Q. Timetable.**

25 The Parties respectfully refer the Court to the Schedule of Pretrial and Trial
26 Dates attached to this Joint Report.

27
28 **R. Magistrate Judge:**

1 The Parties jointly agree to try the case before a magistrate judge.

2 **S. Class Action**

3 This action is not a putative class action.

4 **T. Other Issues.**

5 There are no other issues affecting the status or management of this case at
6 this time.

7 Dated: July 12 , 202

8 **WATKINS & LETOFSKY, LLP**

9 By: 

10 Andrew R. de la Flor
11 Attorney for Plaintiff, STATE FARM
12 GENERAL INSURANCE COMPANY

13 Dated: July 12, 2022

14 **BORDIN SEMMER**

15 By: 

16 Joshua Bordin-Wosk
17 Attorneys for Defendant, CVS Health
18 Solutions. LLP

EXHIBIT A

SCHEDULE OF PRETRIAL AND TRIAL DATES

CASE NAME: State Farm General Insurance Company v. CVS Health Solutions

CASE NO: 2:22-CV-03600

Matter	Time	Weeks before trial	Plaintiff(s) Request	Defendant(s) Request	Court Order
Trial (jury)(length 4 days) (Tuesday)	8:30 am		10/10/23	10/10/2023	
Pretrial Conference, LR 16; Hearing on Motions in Limine (Monday)	3:00 pm	4	9/11/23	9/11/23	
<u>Trial Documents (Set Two)</u> All Trials: Lodge Pretrial Conference Order, LR 16-7; File Oppositions to Motions in Limine Jury Trial Only: File Agreed Set of Jury Instructions and Verdict Forms; Statement Regarding Disputed Instructions and Verdict forms		6	8/29/23	8/29/23	
<u>Trial Documents (Set One)</u> All Trials: File Memo of Contentions of Fact and Law, LR 16-4; Exhibit & Witness Lists, LR 16-5, 6; Status Report Regarding Settlement; Motions in Limine (no more than five motions per side may be filed without Court permission) Court Trial Only: Lodge Findings of Fact and Conclusions of Law; LR 52; File Summaries of Direct Testimony (optional)		7	8/22/23	8/22/23	
Last day to conduct ADR Proceeding, LR 16-15		12	7/18/23	7/18/23	
Last day to hear motions (except motion to amend pleadings or add parties and motions in limine), LR 7 (Monday)		14	7/03/23	7/03/23	
Non-expert Discovery Cut-off		21+	5/16/23	5/16/23	
Expert Disclosure (initial)			3/21/23	3/21/23	
Expert Disclosure (rebuttal)			4/11/23	4/11/23	
Expert Discovery Cut-off		21+	5/16/23	5/16/23	
Last day to hear motion to amend pleadings or add parties (Monday)		32+	2/27/23	2/27/23	

LR 16-15 ADR Choice: ☐ 1. USMJ ☒ 3. Outside ADR
☐ 2. Attorney Settlement Panel

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6100 Center Drive, Suite 1100, Los Angeles, California 90045.

On July 12, 2022, I served the within document(s) described as:

**AMENDED JOINT FULE 26(f) SCHEDULING CONFERENCE REPORT
[F.R.C.P. RULE 26(f)]**

**DECLARATION OF DEFENDANT'S COUNSEL, ANDREI SERPIK, IN RESPONSE
TO ORDER TO SHOW CAUSE RE SANCTIONS**

**DECLARATION OF ANDREW DE LA FLOR IN RESPONSE TO ORDER TO SHOW
CAUSE RE: SANCTIONS**

on the interested parties in this action as stated on the attached mailing list.

☒ (BY ELECTRONIC MAIL/ECF) I caused such document to be electronically transmitted via United States District Court, Central District of California, which is then printed and maintained with the original documents in our office.

Executed on July 12, 2022, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Erin M. Woodard

Erin M. Woodard

State Farm v. CVS

Case No. 2:22-CV-03600

CLIENT: CVS HEALTH SOLUTIONS, LLC
FILE NO.: 4525.001

SERVICE LIST

Andrew De La Flor, Esq.
WATKINS & LETOFSKY, LLP
2900 S. Harbor Blvd., Suite 240
Santa Ana, CA 92704

Tel: (949) 476-9400
Fax: (949) 476-9407
Email: adelaflor@wl-llp.com

Attorneys for Plaintiff,
STATE FARM GENERAL INSURANCE
COMPANY